

Matthew W. Gissendanner
Senior Counsel
Dominion Energy Services, Inc.

220 Operation Way, MC C222, Cayce, SC 29033
DominionEnergy.com



August 24, 2021

VIA ELECTRONIC MAIL ONLY

ajg@londoneconomics.com

AJ Goulding
President
London Economics International LLC
717 Atlantic Avenue, Suite A1
Boston, MA 02111

RE: Dominion Energy South Carolina, Inc.'s 2021 Avoided Cost Proceeding
Pursuant to S.C. Code Ann. Section 58-41-20(A)
Docket No. 2021-88-E

Dear Mr. Goulding:

By Order No. 2021-520, dated July 29, 2021, and Order No. 2021-565, dated August 11, 2021, the Public Service Commission of South Carolina ("Commission") established a scope of work and schedule for London Economics International LLC ("London Economics") as the Commission's Independent Consultant in the above-referenced docket. That schedule provides that London Economics' Report ("Report") is due on September 16, 2021. Order No. 2021-520 and S.C. Code Ann. § 58-41-20(I) further allow London Economics to file with Dominion Energy South Carolina, Inc. ("DESC" or "Company") requests for documents and information necessary to London Economics' analysis, and South Carolina law requires that the Report "include . . . a statement assessing the level of cooperation received from the utility during the development of the [R]eport and whether there were any material information requests that were not adequately fulfilled by the electrical utility." *See* S.C. Code Ann. § 58-41-20(I).

This afternoon the Company received from London Economics the First Round of Data Requests to Dominion Energy South Carolina, Inc. in the above-referenced docket. The Company stands ready, willing, and able to assist London Economics in any way so that London Economics can independently review and verify the underlying assumptions, data and results regarding the Company's avoided cost filing. To that end, the Company has set up a SharePoint site by which to provide information to London Economics upon request—including the responses provided to the other parties in this docket. Certain of the information included in the responses contains confidential information. Therefore, the Company is attaching its standard Confidentiality Agreement, which has been executed by other parties in this docket. The Confidentiality Agreement has been tailored specifically for London Economics

and its role in this proceeding. Please execute the Confidentiality Agreement and return to me as soon as possible, and please also provide me with the names and email addresses of the London Economics personnel who will need access to the SharePoint site to review the information provided so that we can get each of them access as soon as possible.

To further aid London Economics in preparing its Report and understanding DESC's avoided cost calculations and standard forms filed for approval in this docket, the Company is prepared to make Company personnel available for a virtual conference call at London Economics' convenience.

By copy of this letter, DESC is serving a copy of this filing on the parties of record.

If you have any questions or need additional information, please do not hesitate to contact us.

Very truly yours,



Matthew W. Gissendanner

MWG/kms
Enclosure

cc:	Jocelyn Boyd, Esquire	David Butler, Esquire
	Alexander W. Knowles, Esquire	Roger P. Hall, Esquire
	Christopher M. Huber, Esquire	Carri Grube Lybarker, Esquire
	Richard L. Whitt, Esquire	Connor J. Parker, Esquire
	Weston Adams III, Esquire	Courtney E. Walsh, Esquire
	Kate Lee Mixson, Esquire	Emma C. Clancy, Esquire
	John D. Burns, Esquire	J. Blanding Holman, IV, Esquire
	Stella Mueller	
	(via electronic mail only w/enclosure)	

ELECTRONICALLY FILED - 2021 August 24 12:29 PM - SCPSC - Docket # 2021-88-E - Page 3 of 12

Dominion Energy South Carolina,
 Inc.'s 2021 Avoided Cost
 Proceeding Pursuant to S.C. Code
 Ann. Section 58-41-20(A)

CONFIDENTIALITY AGREEMENT

WHEREAS, the LEI is the Independent Consultant selected by the Public Service Commission of South Carolina (“Commission”) pursuant to S.C. Code Ann. § 58-41-20(I);

WHEREAS, LEI may desire to have access to information deemed by DESC as proprietary, commercially and/or competitively sensitive, confidential and trade secrets subject to the terms of this Agreement; and

1

1. That upon execution and receipt of this Agreement, DESC will make available to the LEI information that DESC has deemed and marked as Confidential Information in response to requests for such information from LEI in Docket No. 2021-88-E. The Confidential Information will be made available to the LEI electronically (e.g., via SharePoint). If the Parties are unable to reach an agreement regarding the proper means to provide access to Confidential Information while maintaining its confidentiality, each Party may pursue those rights or remedies that are available pursuant to South Carolina law. By executing this Agreement DESC does not waive its right to object to the production of certain Confidential Information which it contends is protected from disclosure because the information is privileged, proprietary, in the nature of trade secrets, confidential work papers prepared in anticipation of litigation, or otherwise protected from disclosure pursuant to South Carolina law.

2. “CONFIDENTIAL INFORMATION” is defined by DESC as commercially valuable, non-public information, including but not limited to: all internal rate methodologies, accounting documents, technical documents, project management methodologies, commercially-sensitive pricing information, any and all intellectual property rights, financial information, trade secrets as defined under common law and S.C. Code Ann. § 39-8-20(5) (Supp. 2020), know-how, plans, methods, processes, feasibility documents, planning documents, marketing documents, evaluative material and documents, documents and information related to competition, customer information and data, strategic business plans, or documents of any nature, including but not limited to any written, printed, typed, recorded, photographic, or other graphic matter of any kind or nature, and all mechanical and electrical sound recordings and any transcripts thereof, and computer data files or electronic storage methods in the possession, custody, and/or control of any Party

in any manner and/or by any media, whether oral, visual, or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof marked as being confidential by DESC whether disclosed before or after the date of this Agreement. CONFIDENTIAL INFORMATION may also include information which the Company is under a contractual obligation to protect from disclosure. Any calculations, computations, compilations, notes, or analyses of the Confidential Information conducted, performed, or recorded in whatever form shall be marked as Confidential Information and treated as such unless otherwise agreed by the Parties.

3. If DESC deems certain information as confidential, then it will designate that information as confidential by labeling each page “CONFIDENTIAL” or in another manner acceptable to LEI which conspicuously denotes that all information included therein is confidential. If a document contains both confidential and non-confidential information, the party claiming confidentiality shall seek protection only for the portions of the document which satisfy the standards for confidential treatment and clearly identify the specific portions of the document for which confidentiality is claimed. Prior to marking any requested information “CONFIDENTIAL,” DESC must make a good-faith determination that the material contains or discloses Confidential Information. Information shall be treated as confidential and subject to the terms and conditions of this Agreement upon receipt of the information so marked.

4. By execution of this Agreement, LEI does not necessarily concede that such designated information is, in fact, proprietary, commercially and/or competitively sensitive or confidential or in the nature of a trade secret. If LEI disagrees with DESC’s confidential designation, LEI nevertheless agrees to maintain the information in confidence subject to this Agreement until either DESC has agreed to remove the confidential designation or an

appropriate forum has ruled upon a request or application to relieve LEI of the obligation to maintain the information in confidence.

5. In the event DESC inadvertently fails to designate as Confidential Information certain information DESC deems is otherwise qualified for such protection, DESC may make such a designation up to twenty-four (24) hours prior to the scheduled hearing in this matter by notifying LEI in writing and providing such Confidential Information with the proper marking. In the event DESC does designate information as Confidential Information pursuant to this paragraph, LEI is not deemed in violation of this Agreement for disclosing information before it is designated by DESC as being Confidential Information.

6. LEI hereby covenants and agrees not to disclose any of the Confidential Information, except to persons authorized to receive it under this Agreement. LEI also agrees that it will treat such information as proprietary, commercially and/or competitively sensitive or confidential or in the nature of a trade secret and will safeguard such information so as to prevent disclosure to any other person. It is further agreed that the Confidential Information requested herein will be used for no purpose other than for LEI's preparation for the matters relating to Docket No. 2021-88-E. LEI will limit the dissemination of Confidential Information to only those employees and attorneys of LEI who have a need to know. It shall be the obligation of the undersigned representative of LEI to ensure that all employees and attorneys who have need to access Confidential Information are informed of the proper means of safeguarding Confidential Information. The undersigned representative(s) of LEI hereby certifies that all employees, and attorneys reviewing the Confidential Information have been advised that they are to abide by and adhere to the terms and conditions of this Agreement and are responsible for such

compliance. The undersigned further agrees that should he or she learn of any violation of the terms of this Agreement by any employee or attorney, he or she will immediately notify in writing the attorneys of record for DESC in the above-captioned proceeding.

7. LEI will promptly notify DESC of its desire to use any of the Confidential Information as part of any filing, argument, or hearing related to Docket No. 2021-88-E. If any such use is planned, DESC and LEI shall communicate and agree to a mutually agreeable procedure which will accommodate the needs of LEI while at the same time protecting the Confidential Information from disclosure to the public.

8. LEI shall provide DESC with prompt notice and a copy of any request LEI receives for any such Confidential Information.

9. Should certain of the Confidential Information be disclosed on a public record in any jurisdiction by someone not a party to this Agreement and such disclosure is in no way attributable to the Confidential Information provided to LEI under the terms and conditions of this Agreement, then LEI shall not be bound by the provisions of this Agreement.

10. This Agreement is binding with respect to each signatory on the date of execution and each executed copy of this Agreement shall be deemed the original.

11. Persons receiving Confidential Information have a duty to use and maintain Confidential Information in accordance with this Agreement. If any person subject to this Agreement uses or discloses Confidential Information in violation of this Agreement, LEI shall neither utilize such Confidential Information in any proceeding nor proffer such Confidential Information for admission as evidence unless otherwise agreed to in writing by DESC at least forty-eight (48) hours in advance of any hearing in which LEI seeks to use such Confidential Information. If LEI should request DESC's consent to use

Confidential Information disclosed in violation of this Agreement by any person receiving such information from LEI or its representatives or under the terms of this agreement and if DESC refuses to give its consent, then LEI retains the right to petition or move the Commission or another forum with jurisdiction for authorization to nevertheless use the Confidential Information upon a showing of excusable neglect and no prejudice to DESC.

12. Upon request by DESC at any time after the conclusion of the proceeding in this Docket (including any appeals), the Confidential Information and any copies thereof which have been made shall be destroyed or returned to DESC. All work product reflecting the Confidential Information, or any provisions thereof, may be maintained by LEI, subject to LEI's compliance with the terms and conditions of this Agreement. Further, LEI agrees to identify its work product reflecting Confidential Information, including any work product maintained in an electronic form, by labeling said work product clearly and conspicuously with the word "CONFIDENTIAL" and including a reference to the caption on page one.

13. "Work Product" is defined as tangible materials and intangible equivalents prepared, collected, or assembled in anticipation of litigation. Work Product includes materials prepared, collected or assembled by lawyers and non-lawyers including, but not limited to administrative personnel, auditors, engineers, and regulatory analysts. Tangible materials include documents, photographs, diagrams, sketches, questionnaires and surveys, financial and economic analyses, handwritten notes, and material in electronic and other technologically advanced forms, such as stenographic, mechanical or electronic recordings or transmissions, computer databases, tapes and printouts. Work Product also includes information collected by LEI from regulated utilities and incorporated into or accompanying reports generated by LEI's auditors, regulatory analysts, lawyers, administrative personnel, or engineers.

14. This Agreement shall cover all matters related to the above-captioned matter. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties. A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

15. This Agreement constitutes the entire agreement between the Parties for the transfer of the Confidential Information referenced herein for the purpose described herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting said Confidential Information.

16. The restrictions and obligations of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and the completion of the proceedings in this Docket and shall continue to bind LEI and any signatory.

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

18. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

[SIGNATURE PAGES FOLLOW]

LONDON ECONOMICS INTERNATIONAL LLC

AJ Goulding, President
London Economics International LLC
717 Atlantic Avenue, Suite A1
Boston, MA 02111
Email: ajg@londoneconomics.com

DOMINION ENERGY SOUTH CAROLINA, INC.

K. Chad Burgess, Esquire
Matthew W. Gissendanner, Esquire
Dominion Energy Services, Inc.
220 Operation Way
Mail Code C222
Cayce, SC 29033
Phone: (803) 217-8141 (KCB)
(803) 217-5359 (MWG)
Email: chad.burgess@dominionenergy.com
matthew.gissendanner@dominionenergy.com